

# **PILE DRIVERS LOCAL UNION NO. 56**

PILE DRIVERS, BRIDGE, WHARF, DOCK BUILDERS,  
BURNERS, DIVERS, WELDERS & UNDERPINNERS OF MASSACHUSETTS

**BOSTON, MASSACHUSETTS**

## **2012 - 2016 AGREEMENT**

BETWEEN

**UNITED BROTHERHOOD OF CARPENTERS  
AND JOINERS OF AMERICA  
LOCAL UNION NO. 56**

(617) 443-1988



Fax: (617) 443-4566

**[piledriverslu56@hotmail.com](mailto:piledriverslu56@hotmail.com)**

AND

**THE FOUNDATION AND MARINE CONTRACTORS  
ASSOCIATION OF NEW ENGLAND INC.**

**ARTICLE 3**  
**TERRITORIAL JURISDICTION**

Section 3.1 The terms of this agreement shall apply to all work under the territorial jurisdiction of the aforementioned Union.

COMMONWEALTH OF MASSACHUSETTS

CITIES AND TOWNS IN VERMONT  
BENNINGTON AND WINDHAM COUNTIES

CITIES AND TOWNS IN NEW HAMPSHIRE  
SALEM, PELHAM, RINDGE, EAST RINDGE, WEST RINDGE, NEW IPSWICH  
GREENVILLE MASON

**MEMORANDUM OF UNDERSTANDING REGARDING TERRITORIAL  
JURISDICTION**

Section 3.2 It is the intention of the Foundation & Marine Contractors Association of New England, Inc., to discuss with the Wharf and Bridge Carpenters and Piledrivers Local Union 56 of the United Brotherhood of Carpenters and Joiners of America, and it's International, an agreement covering the waters of the United States, offshore of the present agreement. The

discussion will include deep water diving techniques associated with the construction of offshore structures. Date to be set by the Union.

Section 3.3 Additionally, it is understood that during the tenure of this agreement the United Brotherhood of Carpenters and Joiners of America and Local Union 56 may extend or expand the jurisdictional area as stated above to include other areas in the States of Connecticut, Rhode Island, Maine, New Hampshire and Vermont.

Section 3.4 All work covered by the New England Regional Council of Carpenters collective bargaining agreements in Massachusetts (Local Nos. 26, 33, 40, 67, 107, 108, 111, 218, 275, 424, 475, 535, 624, 723, 1121, 1305 and 2168), Rhode Island (Locals No. 94), Connecticut (Local Nos. 24, 43 and 210) and Maine, New Hampshire and Vermont (Local No. 1996 and 118) shall be performed in accordance with the terms and conditions of the local area agreement in the area where the work is being performed. The obligation to perform work in accordance with the terms and conditions of those local area agreements ceases on the termination date of this agreement, July 31, 2016.

#### **ARTICLE 4**

#### **WORK JURISDICTION**

It is agreed and understood that the work performed by members of the Union is work usually done by Wharf & Bridge Carpenters and Piledrivers including, but not limited to, all work set forth in Article 4 below; the setting, driving, jacking, jetting, drilling, cutting off, capping, framing and extracting of all types of piles; the setting, bracing, driving, cutting off or extracting of all bulkheads, seawalls, sheathing, cofferdams, and caissons, regardless of composition and requiring the use of power equipment, the framing and placing of all timber, the making and setting of all forms in connection with piers, wharves and trestles; earth anchor tie back system, deadmen, and rock anchors systems, geopiers®, helical piles and anchors, and similar foundation

installations, pre-cast concrete beams when fabricated on job site to be used for capping of piles for buildings, the cutting and placing of all lagging and contact sheathing, the operation of all controls pertaining to piledriving or extracting when such controls are located remotely from the Operator Engineer, the demolition, repair and maintenance of all operations covered above; the erecting and dismantling at the job site and in the contractors yard of all materials and equipment used exclusively for any of the above operations, the preparation, manning where necessary to maintain jack pressure and removing of all test loads; a piledriver shall be in attendance during test-loading of piling when manual testing equipment is being used, the handling of all materials pertaining to any and all of the above operations after delivery to the job site or storage yards – all burning, welding, cutting, shoring, underpinning and all tagging or signaling with any and all of the above operations including any work when members of the Union are working within the maximum boom radius of hoisting equipment. All preparation of piling, bracing, whalers, etc., done on the job site and into the contractor's yards shall be done by the Union. The installation of temporary bridges, including deck systems, shall be done by members of the Union. When any materials are removed from a job for reassembly and returned to the same job, the work shall be done under the terms of this agreement. The preparation, setting and extraction of all stops or bulkheads in slurry-wall trenches and the dressing of drop chisels used in slurry-wall excavation shall be done by the Union. The preparation, setting and securing of all keyways, blockouts, sleeves, plates, beams or pipes and any other embedded materials directly related to the support of the slurry-wall system shall be the work of the Union. The preparation and setting of all guide wall forms for slurry-wall trenches whether cast in place or precast on the job site, the preparation, setting and extraction of all stops or bulkheads in slurry-wall trenches shall be done by the Union. Loading, unloading, handling of lines and the moving and positioning of all floating equipment and off shore platforms requiring the use of Spud and Anchor winches and Deck Engines. Also, work offshore shall include, but not be limited to, the erecting, constructing, installing and dismantling of Industrial and Non-industrial Construction Projects and related work for oil, gas, wind and/or any other natural resources exploration and drilling facilities, regardless of location or distance from land. Footing forms to the top of cofferdams or on piles for marine bridges, no minimum crew. All precast or prefabricated members on piers,

wharves and trestles, including but not limited to, sunken tube tunnel sections, rigging, handling, welding and joining of all types of pipe under water where diving is necessary. Diving inspection excluded. Whenever any piledriving equipment is used on the installation of wick drains it shall be the work of the Union, no minimum crew.

#### **4.1 TRADE AUTONOMY**

The term "Bridge, Dock, Wharf / Marine Carpenter and PileDriver" shall include and mean the building and repairing of all timber trestles, all wooden bridges, jetties, causeways and all riprap work, and preparation of all piles; all new and old work on docks and piers to the inshore line of bulkhead / seawall from the backing log down: including the decking and forms for same; all piling including wood, steel and/or concrete, sheet piling and bracing same, caissons, cofferdams, where piles are bored, jettied, driven or sunk, pulling and removing of all materials pertaining to piledriver's work, all precasting and dry packing of piling and underpinning, shoring and lagging, marine divers, tenders and underwater-construction workers. Loading and unloading of all derricks and cranes and piledriving material, signaling for excavation, and all signaling pertaining to the piledriver's work.

They shall make and set all concrete forms from cellar bottom and column base in cellar bottom down elevated trestles and shoring work, including ties and guard rails; all cutting, welding, burning pertaining to piledriver's work, whether of wood, metal, concrete, plastic or composition material. All employers performing work included in the work jurisdiction of Local Union 56, U.B.C.J.A., shall employ men under the same conditions as appear in this Agreement.

**WAGE AND FRINGE BENEFIT**

**SCHEDULED INCREASES**

**AUGUST 1, 2012 – AUGUST 1, 2015**

**AUGUST 1, 2012 = \$1.50**

**AUGUST 1, 2013 = \$1.50**

**AUGUST 1, 2014 = \$1.50**

**AUGUST 1, 2015 = \$1.50**

**Total = \$6.00**

Timely Notice will be provided by the Union as the above increases are allocated. The above increases may be designated to wages and/or assessments, or any one of the Trust Funds or from one Fund to another Fund, as determined by the Union. Electronic benefit receipts/stamps must be provided weekly with the Employee's payroll check for each hour worked or paid, if available from the Fund Office.

**ARTICLE 11**  
**Apprentices**  
**NEW ENGLAND CARPENTERS TRAINING FUND**

The New England Carpenters Training Fund was established to provide facilities in New England for the training of Carpenters, Piledrivers, Floorcovers, and Cabinet and Shop Workers. The training plans for newly entering apprentices and other apprentices, as well as the specialty training courses to current journeymen for upgrading skills will be established and supervised by the Trustees of the New England Carpenters Training Fund.

Section 11.1 Employer contributions shall be used exclusively for the training and education of apprentices and journeymen skills upgrading and for the administrative costs of the Joint Apprenticeship Committees.

Section 11.2 Each Employer shall employ a ratio of at least one (1) apprentice to five (5) journeymen piledrivers on the job or within its employ when indentured apprentices are available and assigned to the Employer by the Local Union. No Employer shall layoff an apprentice for

lack of work without giving at least twenty-four (24) hours prior notice to the Local Union. In the event an employer is installing timber lagging and bracing on a particular project and he shall decide to increase the minimum crew size, he shall be entitled to an apprentice as the third crew member provided he does not have an apprentice employed on another project.

Section 11.3 Both parties agree to comply with the Standards of Apprenticeship as established by the Joint Apprenticeship Committee for the training of apprentice Piledrivers as applicable under this Agreement.

Section 11.4 The basic hourly rate for Piledriver Apprentices shall be the percentages listed in the following schedule to be applied to the Journeyman Piledriver basic wage rate:

First	six-month period at 50%
Second	six-month period at 60%
Third	six-month period at 70%
Fourth	six-month period at 75%
Fifth	six-month period at 80%
Sixth	six-month period at 80%
Seventh	six-month period at 90%
Eighth	six-month period at 90%



**ARTICLE 12**  
**ZONE RATES & CONDITIONS**

**Section 12.1 FOREMAN** – The foreman of a driving or extracting operation of three (3) journeymen crew shall work under all of the conditions including wages and benefits as established in Zone 1 for foreman.

**Section 12.2 ZONE WAGE RATE FORMULA** A system of zone rates will take effect on all jobs. The base rates for this Agreement apply to Zone 1. Apprentice ratios and wages shall be the same as those established in Zone 1. The wage rate of the piledriver in Zones 2 and 3 is to be set at one half (1/2) the difference between the existing and future wage rate of the local carpenter unions in each zone and the current wage rate of the piledriver in Zone 1. If at any time the carpenter wage rate equals or exceeds the piledriver rate in a given area of Zone 2 and 3, then the piledriver rate in that zone shall be the current rate paid in Zone 1.

**Section 12.3 ZONE AREA DEFINITIONS**

**ZONE 1 – Metro-Boston and areas within I-495**

All of Suffolk County and those communities in Barnstable, Bristol, Essex, Middlesex, Norfolk and Plymouth Counties situated completely or partially within (the Boston side of) U.S. Interstate 495 and North of the Cape Cod Canal. All of Dukes and Nantucket Counties.

**ZONE 2 – Areas Outside I-495**

Eastern Mass., all of Worcester County and those areas of Essex and Middlesex Counties  
Situating outside of I-495. The areas of Barnstable, Bristol, Plymouth and Norfolk  
Counties situated outside of I-495 and South of the Cape Cod Canal.

ZONE 3 – Western Mass and Vermont

All of Hampden, Berkshire, Hampshire and Franklin Counties. In Vermont, all of  
Bennington and Windham Counties.

See Article 3.1 for complete Territorial Jurisdiction.

**ARTICLE 28**  
**DIVERS' JURISDICTION – R.O.V. – ROBOTS**

The following work (new and old work) is claimed by submarine divers of Local 56; submarine diving and all of its branches, such as the construction, reconstruction, repairing, inspecting, removing and recovering of all objects below water surface, requiring the use and operation of any type of diving apparatus, including remote observation vehicles (R.O.V.), autonomous underwater vehicles (A.U.V.), atmospheric dive suits (A.D.S.), submersible pilots and robotic underwater tools or equipment which displaces an actual diver (no minimum crew).

**ARTICLE 29**  
**DIVERS' WAGES**

**Section 29.1** DIVER RATE .....40% above Journeyman Rate

Section 29.6 **EFFLUENT DIVING** – (As defined by Massachusetts Water Resource Authority).

Section 29.6.1 The Diver and the Tender will be paid one and one half times (1 ½) the Basic Diver and Tender rate for all Dive work performed during a regular shift. All overtime will be paid at the appropriate overtime rate based on this Effluent rate.

**Section 29.7 SLURRY DIVING**

**Section 29.7.1** The diver shall be paid at one and one half (1 ½) times the basic dive rate for Slurry Diving.


**Section 29.8.4** The pilot of an ADS or submersible will be paid at 1 ½ times the Diver Rate for time submerged; a two hour minimum will apply.

## TENURE OF AGREEMENT

This agreement will expire July 31, 2016, but if neither party to this Agreement gives a 60-day notice in writing to the other party prior to May 31, 2016 that it desires a change after July 31, 2016 it will continue in effect until July 31, 2017 and so on each year thereafter unless on or before January first of each year, thereafter, a notice is given desiring a change by either party.

### FOR THE EMPLOYERS

Foundation & Marine Contractors  
Association of New England, Inc.

  
John R Roma, President

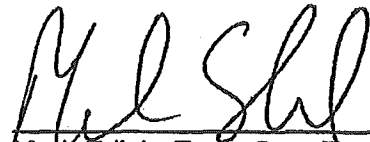
John R Roma, Weeks Marine, Inc.  
James Beach, J.F. White Contracting  
Eugene Kelly, RDA Construction, Inc.  
Brendan Campbell, Jay Cashman, Inc.

DATE: 31 JULY 2012

### FOR LOCAL UNION NO.56

Pile Drivers, Bridge, Wharf,  
Dock Carpenters, Welders,  
Burners and Divers of  
Massachusetts

  
Dan Kuhs, Chairman

  
Mark Erlich, Exec. Sec.-Treas.  
N.E.R.C.C.

Michael J. Davey, President  
Brian Richardson, Rep.  
David Borrus, Rep.

DATE: 7-31-2012